

drug, and they knew that a less expensive generic drug was available and must be substituted under State law.

168. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of California Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “California Expired Drug Claims”).

169. Walgreens’ California Expired Drug Claims were false because they violated California’s pharmacy laws and regulations, Cal. Admin. Code tit. 16, § 1718.1.

170. Walgreens had knowledge (as that term is used in the California False Claims Act, Cal. Gov’t Code § 12650(b)(3)) of the California Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

**COUNT V – SUBMISSION OF FALSE CLAIMS
TO COLORADO’S MEDICAID PROGRAM IN VIOLATION OF
COLORADO FALSE CLAIMS ACT, COLO. REV. STAT. § 25.5-4-305(1)(a), (b)**

171. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

172. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Colorado False Claims Act, Colo. Rev. Stat. § 25.5-4-305(1)(a).

173. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Colorado False Claims Act, Colo. Rev. Stat. § 25.5-4-305(1)(b).

174. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Colorado Medicaid agency from 2002 to the present, where a generic drug was available and Colorado's Medicaid law required it be substituted (the "Colorado Brand Drug Claims").

175. Walgreens' Colorado Brand Drug Claims were false because they violated Colorado's Medicaid laws, Colo. Rev. Stat. § 25.5-5-501; 10 Colo. Code Regs. § 2505-10 8.800.4.H.

176. Walgreens had knowledge (as that term is used in the Colorado False Claims Act, Colo. Rev. Stat. § 25.5-4-304) of the Colorado Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

177. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Colorado Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Colorado Expired Drug Claims").

178. Walgreens' Colorado Expired Drug Claims were false because they violated Colorado's pharmacy laws and regulations, 3 Colo. Code Regs. § 719-1:3.00.40.

179. Walgreens had knowledge (as that term is used in the Colorado False Claims Act, Colo. Rev. Stat. § 25.5-4-304) of the Colorado Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT VI – SUBMISSION OF FALSE CLAIMS
TO CONNECTICUT’S MEDICAID PROGRAM IN VIOLATION OF
CONN. FALSE CLAIMS ACT, CONN. GEN. STAT. § 17b-301b(a)(1), (2).**

180. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

181. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Connecticut False Claims Act, Conn. Gen. Stat. § 17b-301b(a)(1).

182. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Connecticut False Claims Act, Conn. Gen. Stat. § 17b-301b(a)(2).

183. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Connecticut Medicaid agency from 2002 to the present, where a generic drug was available and Connecticut’s Medicaid law required it be substituted.

184. Walgreens’ claims were false because they violated Connecticut Medicaid laws, Conn. Gen. Stat. § 17b-274.

185. Walgreens had knowledge (as that term is used in the Connecticut False Claims Act, Conn. Gen. Stat. § 17b-301(a)) of the claims’ falsity because Walgreens’ pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

**COUNT VII – SUBMISSION OF FALSE CLAIMS
TO DELAWARE’S MEDICAID PROGRAM IN VIOLATION OF
DELAWARE FALSE CLAIMS ACT, DEL. CODE ANN. TIT. 6 § 1201(a)(1), (2)**

186. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

187. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Delaware False Claims Act, Del. Code Ann. Tit. 6 § 1201(a)(1).

188. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Delaware False Claims Act, Del. Code Ann. Tit. 6 § 1201(a)(2).

189. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Delaware Medicaid agency from 2002 to the present, where a generic drug was available and Delaware’s Medicaid law required it be substituted (the “Delaware Brand Drug Claims”).

190. Walgreens’ Delaware Brand Drug Claims were false because they violated Delaware Medicaid laws, Del. Code Ann. Tit. 31 § 503; Del. Med. Assist. Prog. Pharm. Provider Manual § 3.1.1.3.

191. Walgreens had knowledge (as that term is used in the Delaware False Claims Act, Del. Code Ann. Tit. 6 § 1202) of the Delaware Brand Drug Claims’ falsity because Walgreens’ pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

192. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Delaware Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “Delaware Expired Drug Claims”).

193. Walgreens’ Delaware Expired Drug Claims were false because they violated Delaware’s pharmacy laws and regulations, 24 Del. Admin. Code 2500-2.

194. Walgreens had knowledge (as that term is used in the Delaware False Claims Act, Del. Code Ann. Tit. 6 § 1202) of the Delaware Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

**COUNT VIII – SUBMISSION OF FALSE CLAIMS
TO THE DISTRICT OF COLUMBIA’S MEDICAID PROGRAM IN VIOLATION OF
DISTRICT OF COLUMBIA FALSE CLAIMS ACT, D.C. CODE § 2-308.14(a)(1), (2).**

195. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

196. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the District of Columbia False Claims Act, D.C. Code § 2-308.14(a)(1).

197. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the District of Columbia False Claims Act, D.C. Code § 2-308.14(a)(2).

198. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the District of Columbia Medicaid agency from 2002 to

the present, where a generic drug was available and the District of Columbia's Medicaid law required it be substituted (the "D.C. Brand Drug Claims").

199. Walgreens' D.C. Brand Drug Claims were false because they violated the District of Columbia's prescription drug laws, D.C. Code § 48-803.02, and Medicaid laws, rules, and regulations, DCMR, tit. 29 § 2704.

200. Walgreens had knowledge (as that term is used in the District of Columbia False Claims Act, D.C. Code § 2-308.13(3)) of the D.C. Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

201. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the District of Columbia Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "D.C. Expired Drug Claims").

202. Walgreens' D.C. Expired Drug Claims were false because they violated the District of Columbia's pharmacy laws and regulations, DCMR, tit. 22, 1901.6.

203. Walgreens' D.C. Expired Drug Claims were false also because they violated the District of Columbia's Medicaid laws, rules, and regulations, DCMR, tit. 29 § 2706.3.

204. Walgreens had knowledge (as that term is used in the District of Columbia False Claims Act, D.C. Code § 2-308.13(3)) of the D.C. Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT IX – SUBMISSION OF FALSE CLAIMS
TO FLORIDA’S MEDICAID PROGRAM IN VIOLATION OF
FLORIDA FALSE CLAIMS ACT, FLA. STAT. § 68.082(2)(a), (b)**

205. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

206. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Florida False Claims Act, Fla. Stat. § 68.082(2)(a).

207. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Florida False Claims Act, Fla. Stat. § 68.082(2)(b).

208. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Florida Medicaid agency from 2002 to the present, where a generic drug was available and Florida’s Pharmacy and Medicaid law required it be substituted (the “Florida Brand Drug Claims”).

209. Walgreens’ Florida Brand Drug Claims were false because they violated Florida Pharmacy and Medicaid laws, Fla. Stat. §§ 465 .025, 409.906.

210. Walgreens had knowledge (as that term is used in the Florida False Claims Act, Fla. Stat. § 68.082) of the Florida Brand Drug Claims’ falsity because they possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State law.

211. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Florida Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “Florida Expired Drug Claims”).

212. Walgreens' Florida Expired Drug Claims were false because they violated Florida's drug laws and regulations, Fla.Stat. §§ 499.005-.006.

213. Walgreens had knowledge (as that term is used in the Florida False Claims Act, Fla. Stat. § 68.082) of the Florida Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT X – SUBMISSION OF FALSE CLAIMS
TO GEORGIA'S MEDICAID PROGRAM IN VIOLATION OF
GEORGIA FALSE MEDICAID CLAIMS ACT, GA. CODE ANN. § 49-4-168.1(a)(1), (2)**

214. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

215. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Georgia False Medicaid Claims Act, Ga. Code Ann. § 49-4-168.1(a)(1).

216. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Georgia False Medicaid Claims Act, Ga. Code Ann. § 49-4-168.1(a)(2).

217. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Georgia Medicaid agency from 2002 to the present, where a generic drug was available and Georgia's Medicaid law required it be substituted (the "Georgia Brand Drug Claims").

218. Walgreens' Georgia Brand Drug Claims were false because they violated Georgia Medicaid laws, Georgia: Ga. Code Ann. § 26-4-81; Ga. Dept. of Comm. Health Div. of Med. Assist. Pt. II Policies and Procedures for Pharm. Services § 1002.

219. Walgreens had knowledge (as that term is used in the Georgia False Medicaid Claims Act, Ga. Code Ann. § 49-4-168(2)) of the Georgia Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

220. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Georgia Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Georgia Expired Drug Claims").

221. Walgreens' Georgia Expired Drug Claims were false because they violated Georgia's pharmacy laws and regulations, Ga. Comp. R. & Regs. 480-10-.11; 480-28-.07.

222. Walgreens had knowledge (as that term is used in the Georgia False Medicaid Claims Act, Ga. Code Ann. § 49-4-168(2)) of the Georgia Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XI – SUBMISSION OF FALSE CLAIMS
TO HAWAII'S MEDICAID PROGRAM IN VIOLATION OF
HAWAII FALSE CLAIMS ACT, HAW. REV. STAT. § 661-21(a), (b).**

223. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

224. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Hawaii False Claims Act, Haw. Rev. Stat. § 661-21(a).

225. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Hawaii False Claims Act, Haw. Rev. Stat. § 661-21(b).

226. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Hawaii Medicaid agency from 2002 to the present, where a generic drug was available and Hawaii's Food, Drugs, and Cosmetics law required it be substituted (the "Hawaii Brand Drug Claims").

227. Walgreens' Hawaii Brand Drug Claims were false because they violated Hawaii pharmacy laws applicable to its Medicaid program, Haw. Rev. Stat. § 328-92.

228. Walgreens had knowledge (as that term is used in the Hawaii False Claims Act, Haw. Rev. Stat. § 661-21(e)) of the Hawaii Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State law.

229. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Hawaii Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Hawaii Expired Drug Claims").

230. Walgreens' Hawaii Expired Drug Claims were false because they violated Hawaii's pharmacy laws and regulations, Haw. Admin. Rules § 16-95-96.

231. Walgreens had knowledge (as that term is used in the Hawaii False Claims Act, Haw. Rev. Stat. § 661-21(e)) of the Hawaii Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XII – SUBMISSION OF FALSE CLAIMS
TO ILLINOIS' MEDICAID PROGRAM IN VIOLATION OF
ILLINOIS FALSE CLAIMS ACT (AS AMENDED),
740 ILL COMP. STAT. § 175/3(a)(1), (2)**

232. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

233. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Illinois False Claims Act, 740 ILCS 175/3(a)(1).

234. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Illinois False Claims Act, 740 ILCS 175/3(a)(2).

235. The claims relevant to this Count include all claims for reimbursement submitted by Walgreens to the State of Illinois Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Illinois Expired Drug Claims").

236. Walgreens' Illinois Expired Drug Claims were false because they violated Illinois' pharmacy laws and regulations, 77 Ill. Admin. Code §§ 725.20, 725.41, 725.60.

237. Walgreens' Illinois Expired Drug Claims were false also because they violated Illinois' Medicaid rules and regulations, Illinois Department of Healthcare and Family Services, Handbook for Pharmacy Services, ch. P-206.3.

238. Walgreens had knowledge (as that term is used in the Illinois False Claims Act, 740 ILCS 175/3(b) of the Illinois Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XIII – SUBMISSION OF FALSE CLAIMS
TO INDIANA'S MEDICAID PROGRAM IN VIOLATION OF
INDIANA FALSE CLAIMS AND WHISTLEBLOWER PROTECTION ACT,
IND. CODE § 5-11-5.5-2(b)(1), (2).**

239. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

240. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Indiana False Claims and Whistleblower Act, Ind. Code § 5-11-5.5-2(b)(1).

241. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Indiana False Claims and Whistleblower Act, Ind. Code § 5-11-5.5-2(b)(2).

242. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Indiana Medicaid agency from 2002 to the present, where a generic drug was available and Indiana's Medicaid law required it be substituted (the "Indiana Brand Drug Claims").

243. Walgreens' Indiana Brand Drug Claims were false because they violated Indiana Medicaid laws, Ind. Code § 16-42-22-10.

244. Walgreens had knowledge (as that term is used in the Indiana False Claims and Whistleblower Act, Ind. Code § 5-11-5.5-1) of the Indiana Brand Drug Claims' falsity because

Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

245. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Indiana Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Indiana Expired Drug Claims").

246. Walgreens' Indiana Expired Drug Claims were false because they violated Indiana's pharmacy laws and regulations, 856 Ind. Admin. Code § 1-20-1.

247. Walgreens had knowledge (as that term is used in the Indiana False Claims and Whistleblower Act, Ind. Code § 5-11-5.5-1) of the Indiana Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XIV – SUBMISSION OF FALSE CLAIMS
TO LOUISIANA'S MEDICAID PROGRAM IN VIOLATION OF
LOUISIANA MEDICAL ASSISTANCE PROGRAMS INTEGRITY LAW,
LA. REV. STAT. ANN § 46:438.3(A), (B)**

248. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

249. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Louisiana Medical Assistance Programs Integrity Law, La Rev. Stat. Ann § 46:438.3(A).

250. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false

and fraudulent claims, in violation of the in violation of the Louisiana Medical Assistance Programs Integrity Law, La Rev. Stat. Ann § 46:438.3(B)

251. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Louisiana Medicaid agency from 2002 to the present, where a less expensive generic drug was available and Louisiana law required it be substituted (the “Louisiana Brand Drug Claims”).

252. Walgreens’ Louisiana Brand Drug Claims were false because they violated Louisiana’s pharmacy laws applicable to its Medicaid program, La. Admin. Code. tit. 46, §2511(B)(6).

253. Walgreens had knowledge (as that term is used in the Louisiana Medical Assistance Programs Integrity Law, La Rev. Stat. Ann § 46:437.3) of the Louisiana Brand Drug Claims’ falsity because Walgreens’ pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and it knew that a less expensive generic drug was available and must be substituted under State law.

254. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Louisiana Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “Louisiana Expired Drug Claims”).

255. Walgreens’ Louisiana Expired Drug Claims were false because they violated Louisiana’s pharmacy laws and regulations, La. Admin. Code. tit. 46, § 2501.

256. Walgreens’ Louisiana Expired Drug Claims were false also because they violated Louisiana’s Medicaid rules and regulations, Louisiana Medicaid Program Provider Manual, Ch. 37 Pharmacy Benefits Management Services, 37.6.1.

257. Walgreens had knowledge (as that term is used in the Louisiana Medical Assistance Programs Integrity Law, La Rev. Stat. Ann § 46:437.3) of the Louisiana Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XV – SUBMISSION OF FALSE CLAIMS
TO MARYLAND'S MEDICAID PROGRAM IN VIOLATION OF
MD. FALSE HEALTH CLAIMS ACT,
MD CODE ANN., HEALTH-GEN. § 2-602(a)(1), (2)**

258. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

259. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Maryland False Health Claims Act, Md. Code Ann., Health-Gen. § 2-602(a)(1).

260. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Maryland False Health Claims Act, Md. Code Ann., Health-Gen. § 2-602(a)(2).

261. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Maryland Medicaid agency from 2002 to the present, where a generic drug was available and Maryland's Medicaid law required it be substituted (the "Maryland Brand Drug Claims").

262. Walgreens' Maryland Brand Drug Claims were false because they violated Maryland's Medicaid laws, Md. Code Ann., Health-Gen. § 15-124.

263. Walgreens had knowledge (as that term is used in the Maryland False Health Claims Act, Md. Code Ann., Health-Gen. § 2-601) of the Maryland Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

264. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Maryland Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Maryland Expired Drug Claims").

265. Walgreens' Maryland Expired Drug Claims were false because they violated Maryland's pharmacy laws and regulations, Md. Code Regs. 10.34.12.

266. Walgreens had knowledge (as that term is used in the Maryland False Health Claims Act, Md. Code Ann., Health-Gen. § 2-601) of the Maryland Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XVI – SUBMISSION OF FALSE CLAIMS
TO MASSACHUSETTS'S MEDICAID PROGRAM IN VIOLATION OF
MASSACHUSETTS FALSE CLAIMS ACT, MASS. GEN. LAWS CH. 12 § 5B(1), (2)**

267. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

268. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Massachusetts False Claims Act, Mass. Gen. Laws Ch. 12 § 5B(1).

269. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Massachusetts False Claims Act, Mass. Gen. Laws Ch. 12 § 5B(2).

270. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Massachusetts Medicaid agency from 2002 to the present, where a generic drug was available and Massachusetts's Medicaid law required it be substituted (the "Massachusetts Brand Drug Claims").

271. Walgreens' Massachusetts Brand Drug Claims were false because they violated Massachusetts' Medicaid laws, 130 Mass. Code Regs. 406.413.

272. Walgreens had knowledge (as that term is used in the Massachusetts False Claims Act, Mass. Gen. Laws Ch. 12 § 5A) of the Massachusetts Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

273. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Massachusetts Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Massachusetts Expired Drug Claims").

274. Walgreens' Massachusetts Expired Drug Claims were false because they violated Massachusetts's pharmacy laws and regulations, 247 Mass. Code Regs. 9.01.

275. Walgreens had knowledge (as that term is used in the Massachusetts False Claims Act, Mass. Gen. Laws Ch. 12 § 5A) of the Massachusetts Expired Drug Claims' falsity because

the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XVII – SUBMISSION OF FALSE CLAIMS
TO MICHIGAN'S MEDICAID PROGRAM IN VIOLATION OF
MICHIGAN MEDICAID FALSE CLAIMS ACT, MCL 400.607(1), (2)**

276. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

277. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Michigan Medicaid False Claim Act, MCL 400.607(1).

278. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the in violation of the Michigan Medicaid False Claim Act, MCL 400.607(2).

279. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Michigan Medicaid agency from 2002 to the present, where a less expensive generic drug was available and Michigan law required it be substituted (the "Michigan Brand Drug Claims").

280. Walgreens' Michigan Brand Drug Claims were false because they violated Michigan's pharmacy laws, MCL 633.17755.

281. Walgreens had knowledge (as that term is used in the Michigan Medicaid False Claim Act, MCL 400.602) of the Michigan Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and it knew that a less expensive generic drug was available and must be substituted under State law.

282. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Michigan Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “Michigan Expired Drug Claims”).

283. Walgreens’ Michigan Expired Drug Claims were false because they violated Michigan’s Medicaid laws, rules, and regulations, Michigan Department of Community Health, Medicaid Provider Manual: Pharmacy, Section 6.

284. Walgreens had knowledge (as that term is used in the Michigan Medicaid False Claim Act, MCL 400.602) of the Michigan Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

**COUNT XVIII – SUBMISSION OF FALSE CLAIMS
TO MINNESOTA’S MEDICAID PROGRAM IN VIOLATION OF
MINNESOTA FALSE CLAIMS ACT, MINN. STAT. § 15C.02(a)(1), (2).**

285. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

286. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Minnesota False Claims Act, Minn. Stat. § 15C.02(a)(1).

287. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Minnesota False Claims Act, Minn. Stat. § 15C.02(a)(2).

288. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Minnesota Medicaid agency from 2002 to the present, where a generic drug was available and Minnesota's pharmacy law required it be substituted (the "Minnesota Brand Drug Claims").

289. Walgreens' Minnesota Brand Drug Claims were false because they violated Minnesota's pharmacy laws applicable to its Medicaid program, Minn. Stat. § 151.21.

290. Walgreens had knowledge (as that term is used in the Minnesota False Claims Act, Minn. Stat. § 15C.01) of the Minnesota Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State law.

291. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Minnesota Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Minnesota Expired Drug Claims").

292. Walgreens' Minnesota Expired Drug Claims were false because they violated Minnesota's pharmacy laws and regulations, Minn. Admin. R. 6800.0100, Minn. Stat. § 151.415.

293. Walgreens' Minnesota Expired Drug Claims were false also because they violated Minnesota's Medicaid laws and rules, Minn. Health Care Programs Provider Manual (non-covered services).

294. Walgreens had knowledge (as that term is used in the Minnesota False Claims Act, Minn. Stat. § 15C.01) of the Minnesota Expired Drug Claims' falsity because the expiration

of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XIX – SUBMISSION OF FALSE CLAIMS
TO MONTANA'S MEDICAID PROGRAM IN VIOLATION OF
MONTANA FALSE CLAIMS ACT, MONT. CODE ANN. § 17-8-403(1)(a), (b)**

295. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

296. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Montana False Claims Act, Mont. Code Ann. § 17-8-403(1)(a).

297. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Montana False Claims Act, Mont. , Mont. Code Ann. § 17-8-403(1)(b).

298. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Montana Medicaid agency from 2002 to the present, where a generic drug was available and Montana's Medicaid law required it be substituted (the "Montana Brand Drug Claims").

299. Walgreens' Montana Brand Drug Claims were false because they violated Montana's Medicaid laws, Mont. Admin. R. 37.86.1105 (2011).

300. Walgreens had knowledge (as that term is used in the Montana False Claims Act, Mont. Code Ann. § 17-8-403) of the Montana Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and

they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

301. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Montana Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “Montana Expired Drug Claims”).

302. Walgreens’ Montana Expired Drug Claims were false because they violated Montana’s Medicaid laws and rules, Prescription Drug Program Provider Manual, Montana Dept. of Health and Human Services (May 2011).

303. Walgreens had knowledge (as that term is used in the Montana False Claims Act, Mont. Code Ann. § 17-8-403) of the Montana Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

**COUNT XX – SUBMISSION OF FALSE CLAIMS
TO NEVADA’S MEDICAID PROGRAM IN VIOLATION OF
NEVADA FALSE CLAIMS ACT, NEV. REV. STAT. § 357.040(1)(a), (b).**

304. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

305. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Nevada False Claims Act, Nev. Rev. Stat. § 357.040(1)(a).

306. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false

and fraudulent claims, in violation of the Nevada False Claims Act, Nev. Rev. Stat. § 357.040(1)(b).

307. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Nevada Medicaid agency from 2002 to the present, where a generic drug was available and Nevada's pharmacy law required it be substituted (the "Nevada Brand Drug Claims").

308. Walgreens' Nevada Brand Drug Claims were false because they violated Nevada's pharmacy laws applicable to its Medicaid program, Nev. Rev. Stat. § 639.2583.

309. Walgreens had knowledge (as that term is used in the Nevada False Claims Act, Nev. Rev. Stat. § 357.040(2)) of the Nevada Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State law.

310. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Nevada Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Nevada Expired Drug Claims").

311. Walgreens' Nevada Expired Drug Claims were false because they violated Nevada's pharmacy laws and regulations, Nev. Rev. Stat. § 639.282.

312. Walgreens had knowledge (as that term is used in the Nevada False Claims Act, Nev. Rev. Stat. § 357.040(2)) of the Nevada Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XXI – SUBMISSION OF FALSE CLAIMS
TO NEW JERSEY’S MEDICAID PROGRAM IN VIOLATION OF
NEW JERSEY FALSE CLAIMS ACT, N.J. STAT. ANN. § 2A:32C-3(a), (b).**

313. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

314. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-3(a).

315. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-3(b).

316. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of New Jersey Medicaid agency from 2002 to the present, where a generic drug was available and New Jersey’s drug law required it be substituted (the “New Jersey Brand Drug Claims”).

317. Walgreens’ New Jersey Brand Drug Claims were false because they violated New Jersey’s pharmacy laws applicable to its Medicaid program, N.J. Stat. Ann. 24:6E-7; N.J. Admin. Code § 10:51-2.9.

318. Walgreens had knowledge (as that term is used in the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-2) of the New Jersey Brand Drug Claims’ falsity because Walgreens’ pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State law.

319. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of New Jersey Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “New Jersey Expired Drug Claims”).

320. Walgreens’ New Jersey Expired Drug Claims were false because they violated New Jersey’s pharmacy laws and regulations, N.J. Admin. Code. § 13:39-7.18.

321. Walgreens had knowledge (as that term is used in the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-2) of the New Jersey Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

**COUNT XXII – SUBMISSION OF FALSE CLAIMS
TO NEW MEXICO’S MEDICAID PROGRAM IN VIOLATION OF
NEW MEXICO MEDICAID FALSE CLAIMS ACT, N.M.S.A. 1978, § 27-14-4(A), (B)**

322. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

323. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the New Mexico Medicaid False Claims Act, N.M.S.A. 1978 § 27-14-4(A).

324. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the New Mexico Medicaid False Claims Act, N.M.S.A. 1978 § 27-14-4(B).

325. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of New Mexico Medicaid agency from 2002 to

the present, where a generic drug was available and New Mexico law required it be substituted (the “New Mexico Brand Drug Claims”).

326. Walgreens’ New Mexico Brand Drug Claims were false because they violated New Mexico’s pharmacy laws applicable to its Medicaid program, N.M. Admin. Code § 8.324.4.12.

327. Walgreens had knowledge (as that term is used in the New Mexico Medicaid False Claims Act, N.M.S.A. 1978 § 27-14-4) of the New Mexico Brand Drug Claims’ falsity because Walgreens’ pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State law.

**COUNT XXIII – SUBMISSION OF FALSE CLAIMS
TO NEW YORK’S MEDICAID PROGRAM IN VIOLATION OF
NEW YORK FALSE CLAIMS ACT, N.Y. ST. FIN. LAW § 189(1)(a), (b)**

328. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

329. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the New York False Claims Act, N.Y. St. Fin. Law § 189(1)(a).

330. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the New York False Claims Act, N.Y. St. Fin. Law § 189(1)(b).

331. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of New York Medicaid agency from 2002 to the

present, where a generic drug was available and New York law required it be substituted (the “New York Brand Drug Claims”).

332. Walgreens’ New York Brand Drug Claims were false because they violated New York’s pharmacy laws applicable to its Medicaid program, N.Y. Educ. Law § 6816-a; N.Y. Soc. Servs. Law § 365-a(5)(a-1).

333. Walgreens had knowledge (as that term is used in the New York False Claims Act, N.Y. St. Fin. Law § 188) of the New York Brand Drug Claims’ falsity because Walgreens’ pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State law.

334. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of New York Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “New York Expired Drug Claims”).

335. Walgreens’ New York Expired Drug Claims were false because they violated New York’s pharmacy laws and regulations, N.Y. Codes R. & Regs. tit. 8, § 29.7.

336. Walgreens had knowledge (as that term is used in the New York False Claims Act, N.Y. St. Fin. Law § 188) of the New York Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

**COUNT XXIV – SUBMISSION OF FALSE CLAIMS
TO NORTH CAROLINA’S MEDICAID PROGRAM IN VIOLATION OF
NORTH CAROLINA FALSE CLAIMS ACT, N.C. GEN. STAT. § 1-607(a)(1), (2)**

337. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

338. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the North Carolina False Claims Act, N.C. Gen. Stat. § 1-607(a)(1).

339. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the North Carolina False Claims Act, N.C. Gen. Stat. § 1-607(a)(2).

340. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of North Carolina Medicaid agency from 2002 to the present, where a generic drug was available and North Carolina’s Medicaid law required it be substituted (the “North Carolina Brand Drug Claims”).

341. Walgreens’ North Carolina Brand Drug Claims were false because they violated North Carolina’s Medicaid laws, N.C. Adult Medicaid Manual § XXII(C)(4).

342. Walgreens had knowledge (as that term is used in the North Carolina False Claims Act, N.C. Gen. Stat. § 1-606) of the North Carolina Brand Drug Claims’ falsity because Walgreens’ pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

343. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of North Carolina Medicaid agency from 2002 to the

present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “North Carolina Expired Drug Claims”).

344. Walgreens’ North Carolina Expired Drug Claims were false because they violated North Carolina’s pharmacy laws and regulations, 21 N.C. Admin. Code 46.1411.

345. Walgreens had knowledge (as that term is used in the North Carolina False Claims Act, N.C. Gen. Stat. § 1-606) of the North Carolina Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

**COUNT XXV – SUBMISSION OF FALSE CLAIMS
TO OKLAHOMA’S MEDICAID PROGRAM
OKLAHOMA MEDICAID FALSE CLAIMS ACT,
OKLA. STAT. TIT. 63 § 5053.1(B)(1), (2)**

346. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

347. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Oklahoma Medicaid False Claims Act, Okla. Stat. tit. 63 § 5053.1(B)(1).

348. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Oklahoma Medicaid False Claims Act, Okla. Stat. tit. 63 § 5053.1(B)(2).

349. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Oklahoma Medicaid agency from 2002 to the present, where a generic drug was available and Oklahoma’s Medicaid law required it be substituted (the “Oklahoma Brand Drug Claims”).

350. Walgreens' Oklahoma Brand Drug Claims were false because they violated Oklahoma's Medicaid laws, Okla. Admin. Code § 317:30-5-76.

351. Walgreens had knowledge (as that term is used in the Oklahoma Medicaid False Claims Act, Okla. Stat. tit. 63 § 5053.1(A)) of the Oklahoma Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

352. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Oklahoma Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Oklahoma Expired Drug Claims").

353. Walgreens' Oklahoma Expired Drug Claims were false because they violated Oklahoma's pharmacy laws and regulations, Okla. Admin. Code §§ 535:10-3-1.2, 535:15-3-11.

354. Walgreens' Oklahoma Expired Drug Claims were false also because they violated Oklahoma's Medicaid laws and rules, Okla. Health Care Authority, Policies and Rules - 317:30-5-80, 317:30-5-70.1.

355. Walgreens had knowledge (as that term is used in the Oklahoma Medicaid False Claims Act, Okla. Stat. tit. 63 § 5053.1(A)) of the Oklahoma Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XXVI – SUBMISSION OF FALSE CLAIMS
TO RHODE ISLAND’S MEDICAID PROGRAM IN VIOLATION OF
RHODE ISLAND FALSE CLAIMS ACT, R.I. GEN. LAWS § 9-1.1-3(a)(1), (2)**

356. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

357. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Rhode Island False Claims Act, R.I. Gen. Laws § 9-1.1-3(a)(1).

358. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Rhode Island False Claims Act, R.I. Gen. Laws § 9-1.1-3(a)(2).

359. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Rhode Island Medicaid agency from 2002 to the present, where a generic drug was available and Rhode Island’s Medicaid law required it be substituted (the “Rhode Island Brand Drug Claims”).

360. Walgreens’ Rhode Island Brand Drug Claims were false because they violated Rhode Island’s Medicaid laws, R.I. Gen. Laws § 40-8-24; R.I. Dept. of Hum. Servs. Code of Reg. §§ 0348.45.05.05, 0374.65.

361. Walgreens had knowledge (as that term is used in the Rhode Island False Claims Act, R.I. Gen. Laws § 9-1.1-3(b)) of the claims’ falsity because Walgreens’ pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

362. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Rhode Island Medicaid agency from 2002 to the present,

which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “Rhode Island Expired Drug Claims”).

363. Walgreens’ Rhode Island Expired Drug Claims were false because they violated Rhode Island’s pharmacy laws and regulations, R.I. Code R. 5-19.1-PHAR § 13.3.1.

364. Walgreens had knowledge (as that term is used in the Rhode Island False Claims Act, R.I. Gen. Laws § 9-1.1-3(b)) of the Rhode Island Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

**COUNT XXVII – SUBMISSION OF FALSE CLAIMS
TO TENNESSEE’S MEDICAID PROGRAM IN VIOLATION OF
TENNESSEE MEDICAID FALSE CLAIMS ACT,
TENN. CODE ANN. § 71-5-182(a)(1)(A), (B)**

365. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

366. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, a false or fraudulent claim for payment or approval, in violation of the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-182(a)(1)(A).

367. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-182(a)(1)(B).

368. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Tennessee Medicaid agency from 2002 to the present, where a generic drug was available and Tennessee’s drug law required it be substituted (the “Tennessee Brand Drug Claims”).

369. Walgreens' Tennessee Brand Drug Claims were false because they violated Tennessee's pharmacy laws applicable to its Medicaid program, Tenn. Code Ann. § 53-10-205.

370. Walgreens had knowledge (as that term is used in the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-182(b)) of the Tennessee Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State law.

371. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Tennessee Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Tennessee Expired Drug Claims").

372. Walgreens' Tennessee Expired Drug Claims were false because they violated Tennessee's pharmacy laws and regulations, Tenn. Comp. R. & Regs. 1140-03-.11.

373. Walgreens' Tennessee Expired Drug Claims were false also because they violated Tennessee's Medicaid laws and rules, Bureau of TennCare Policy Manual, BTC-Pol-Enc-200701-001 (Feb. 2008).

374. Walgreens had knowledge (as that term is used in the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-182(b)) of the Tennessee Expired Drug Claims' falsity because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XXVIII – SUBMISSION OF FALSE CLAIMS
TO TEXAS’S MEDICAID PROGRAM IN VIOLATION OF
TEX. MEDICAL ASSISTANCE PROGRAM, TEX. HUM. RES. CODE § 32.039(b)(1);
TEX. MEDICAID FRAUD PREVENTION ACT, TEX. HUM. RES. CODE § 36.002(1)**

375. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

376. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Texas Medical Assistance Program, Tex. Hum. Res. Code § 32.039(b)(1).

377. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false statements or misrepresentations of a material fact to permit a person to receive a benefit or payment under Texas’s Medicaid program that is not authorized or that is greater than the benefit or payment that is authorized, in violation of the Texas Medicaid Fraud Prevention Act, Tex. Hum. Res. Code § 36.002(1).

378. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Texas Medicaid agency from 2002 to the present, where a generic drug was available and Texas’s Medicaid law required it be substituted (the “Texas Brand Drug Claims”).

379. Walgreens’ Texas Brand Drug Claims were false because they violated Texas’s Medicaid laws, 22 Tex. Admin. Code § 309.3; Tex. H.H.S. Vendor Drug Pharmacy Provider Handbook §§ 354.1851, 355.8545, 355.8546; Tex. H.H.S. Comm. Vendor Drug Program Pharmacy Provider Procedures Manual 4.4.

380. Walgreens had knowledge (as that term is used in the Texas Medicaid Fraud Prevention Act, Tex. Hum. Res. Code § 36.0011) of the Texas Brand Drug Claims’ falsity because Walgreens’ pharmacies possessed the prescription that did not mandate the use of a

brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

381. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Texas Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “Texas Expired Drug Claims”).

382. Walgreens’ Texas Expired Drug Claims were false because they violated Texas’s pharmacy laws and regulations, 22 TAC §§ 281.7(29), 281.8(4), 291.72.

383. Walgreens had knowledge (as that term is used in the Texas Medicaid Fraud Prevention Act, Tex. Hum. Res. Code § 36.0011) of the Texas Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

**COUNT XXIX – SUBMISSION OF FALSE CLAIMS
TO VIRGINIA’S MEDICAID PROGRAM IN VIOLATION OF
VIRGINIA FRAUD AGAINST TAXPAYERS ACT,
VA. CODE ANN. § 8.01-216.3(A)(1), (2)**

384. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

385. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Virginia Fraud Against Taxpayers Act, Va. Code Ann. § 8.01-216.3(A)(1).

386. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Virginia Fraud Against Taxpayers Act, Va. Code Ann. § 8.01-216.3(A)(2).

387. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Virginia Medicaid agency from 2002 to the present, where a generic drug was available and Virginia's Medicaid law required it be substituted (the "Virginia Brand Drug Claims").

388. Walgreens' Virginia Brand Drug Claims were false because they violated Virginia's Medicaid laws, 12 Va. Admin. Code § 30-50-210.

389. Walgreens had knowledge (as that term is used in the Virginia Fraud Against Taxpayers Act, Va. Code Ann. § 8.01-216.3(C)) of the Virginia Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

390. The claims relevant to this Count also include all claims for reimbursement submitted by Walgreens to the State of Virginia Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the "Virginia Expired Drug Claims").

391. Walgreens' Virginia Expired Drug Claims were false because they violated Virginia's Medicaid laws and regulations, 12 Va. Admin. Code § 30-50-520; 18 Va. Admin. Code § 110-20-200; Va. Medicaid Pharmacy Manual, Ch. IV: Covered Services and Limitations (revised 2008) at 37, http://websrvr.dmas.virginia.gov/ProviderManuals/ManualChapters/RX/chapterIV_rx.pdf.

392. Walgreens had knowledge (as that term is used in the Virginia Fraud Against Taxpayers Act, Va. Code Ann. § 8.01-216.3(C)) of the Virginia Expired Drug Claims' falsity

because the expiration of the drugs Walgreens' pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs' dispensation.

**COUNT XXX – SUBMISSION OF FALSE CLAIMS
TO WISCONSIN'S MEDICAID PROGRAM IN VIOLATION OF
WISCONSIN FALSE CLAIMS FOR MEDICAL ASSISTANCE LAW,
WIS. STAT. § 20.931(2)(a), (b)**

393. Plaintiff and Relator repeats each and every allegation in the preceding Paragraphs with the same force and effect as if set forth herein.

394. As a result of the foregoing conduct, Walgreens knowingly presented, or caused to be presented, false or fraudulent claims for payment or approval, in violation of the Wisconsin False Claims for Medical Assistance Law, Wis. Stat. § 20.931(2)(a).

395. As a result of the foregoing conduct, Walgreens knowingly made, used, or caused to be made or used false records and statements material to the payment or approval of such false and fraudulent claims, in violation of the Wisconsin False Claims for Medical Assistance Law, Wis. Stat. § 20.931(2)(b).

396. The claims relevant to this Count include all claims for reimbursement of brand-name drugs submitted by Walgreens to the State of Wisconsin Medicaid agency from 2002 to the present, where a generic drug was available and Wisconsin's Medicaid law required it be substituted (the "Wisconsin Brand Drug Claims").

397. Walgreens' Wisconsin Brand Drug Claims were false because they violated Wisconsin's Medicaid laws, Wis. Admin. Code D.H.S. § 107.10 (2009).

398. Walgreens had knowledge (as that term is used in the Wisconsin False Claims for Medical Assistance Law, Wis. Stat. § 20.931(1)) of the Wisconsin Brand Drug Claims' falsity because Walgreens' pharmacies possessed the prescription that did not mandate the use of a

brand-name drug, and they knew that a less expensive generic drug was available and must be substituted under State Medicaid law.

399. The claims relevant to this Court also include all claims for reimbursement submitted by Walgreens to the State of Wisconsin Medicaid agency from 2002 to the present, which were dispensed after the NDC termination date as defined by CMS, from 2006 to the present (the “Wisconsin Expired Drug Claims”).

400. Walgreens’ Wisconsin Expired Drug Claims were false because they violated pharmacy laws and regulations, Wis. Admin. Code Phar. § 10.03.

401. Defendant’s Wisconsin Expired Drug Claims were false also because they violated Wisconsin’s Medicaid laws and rules, Wis. Admin. Code D.H.S. § 107.10 (2009).

402. Walgreens had knowledge (as that term is used in the Wisconsin False Claims for Medical Assistance Law, Wis. Stat. § 20.931(1)) of the Wisconsin Expired Drug Claims’ falsity because the expiration of the drugs Walgreens’ pharmacies dispensed was obvious from the drug container, and they knew that State law or contract prohibited those drugs’ dispensation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Relator prays that the Court enter judgment against Defendant as follows:

A. that the United States be awarded damages in the amount of three times the damages sustained by the United States because of the false claims alleged within this Complaint, as the Federal False Claims Act, 31 U.S.C. §§ 3729 et seq., provides;

B. that civil penalties of \$11,000 be imposed for each and every false claim that Defendant caused to be presented to the United States and/or its grantees, and for each false

record or statement that Defendant made, used, or caused to be made or used that was material to a false or fraudulent claim;

C. that the Plaintiff States each be awarded damages in the amount of the damages sustained by each Plaintiff State because of the false claims alleged within this Complaint multiplied as each Plaintiff State's False Claims Act (enumerated in Paragraph 17) provides;

D. that the maximum civil penalty as provided by each Plaintiff State's False Claims Act (enumerated in Paragraph 17) be imposed for each and every false claim that Defendant caused to be presented to the Plaintiff States and/or their grantees, and for each false record or statement that Walgreens made, used, or caused to be made or used that was material to a false or fraudulent claim;

E. that attorneys' fees, costs, and expenses that the Plaintiff and Relator necessarily incurred in bringing and pressing this case be awarded;

F. that the Plaintiff and Relator be awarded the maximum amount allowed to it (the "Relator's Share") pursuant to the Federal the Plaintiff States' False Claims Acts; and

G. that this Court award such other and further relief as it deems proper.

JURY TRIAL DEMAND

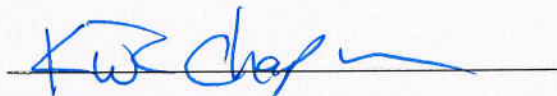
Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff and Relator demands a jury trial.

DATED: October 1, 2012

Respectfully submitted,

MILBERG LLP

By:


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